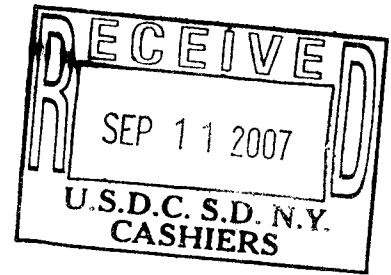


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Suite 1500
New York, New York 10006
Attorneys for Plaintiffs



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
TARGET STORES, a division of
TARGET CORPORATION, and DOMETIC
CORPORATION

07 CIV 7975

Plaintiffs,

COMPLAINT

- against -

EVERGREEN AMERICA CORPORATION,
EVERGREEN MARINE CORPORATION,
EVERGREEN MARINE CORP. (TAIWAN) LTD.,
EVERGREEN INTERNATIONAL S.A.,
EVERGREEN INTERNATIONAL CORP.,
HATSU MARINE, and CHRISTAL LINES,
in personam, and the M/V EVER UNIFIC,
her engines, boilers, tackle, etc., *in rem*.

Defendants.
-----X

The plaintiffs herein, by their attorneys, Hill Rivkins & Hayden LLP, complaining
of the above named vessel and defendant, allege upon information and belief as follows:

FIRST: This Court has jurisdiction pursuant to 28 U.S.C. 1333 in that this
is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules
of Civil Procedure.

SECOND: At and during all the times hereinafter mentioned, plaintiffs had

and now have the legal status and principal offices and places of business stated in Schedule A hereto annexed and by this reference made a part hereof.

THIRD: At and during all times hereinafter mentioned, defendants had and now have the legal status and office and place of business stated in Schedule A, and now are engaged in business as common carriers of merchandise by water for hire, and owned, operated, managed, chartered, and controlled the above named vessel which now is or will be within the jurisdiction of this Court during the pendency of this action, and additionally conducted business within the boundaries of the Southern District of New York.

FOURTH: On or about the date and at the ports or shipments stated in Schedule A, there was delivered to the vessel and defendants in good order and condition the shipments described in Schedule A, which the said vessel and defendants received, accepted and agreed to transport for certain consideration to the port of destination stated in Schedule A.

FIFTH: Thereafter, the said vessel arrived at the port of destination described in Schedule A, where the cargoes were delivered damaged and/or not delivered.

SIXTH: By reason of the premises, the above named vessel and defendants breached, failed and violated their duties and obligations as common carriers and were otherwise at fault.

SEVENTH: By reason of the premises, the above named defendants breached, failed, and violated their contractual duties and obligations to plaintiffs.

EIGHTH: Plaintiffs were the shippers, consignees or owners of the shipments as described in Schedule A, and bring this action on their own behalf and, as agents and trustees, on behalf of and for the interests of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiffs are entitled to maintain this action.

NINTH: Plaintiffs have performed all duties and obligations on their part to be performed.

TENTH: By reason of the premises, plaintiffs have sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the amount of \$110,000.00.

W H E R E F O R E, plaintiffs pray:

1. That process in due form of law according to the practice of this Court may issue against the defendants.
2. That if the defendants cannot be found within this District, that all of its

property within this District be attached in the sum set forth in this complaint, with interest and costs.

3. That a decree be entered in favor of plaintiffs against defendants and the vessel for the amount of plaintiff's damages, together with interest and costs.

4. That process in due form of law according to the practice of this Court may issue against the aforesaid named vessel.

5. Plaintiffs further pray for such other, further and different relief as to this Court may seem just and proper in the premises.

Dated: New York, New York
September 11, 2007

HILL RIVKINS & HAYDEN
Attorneys for Plaintiffs,

By: 
Kipp C. Leland (KL-0932)
45 Broadway, Suite 1500
New York, New York, 10006
212-669-0600

SCHEDULE A

Plaintiffs' legal status and place of business:

TARGET CORPORATION is a corporation or other business entity existing under law with an office and place of business at 1000 Nicollet Mall, Minneapolis, MN 55403-2467.

DOMETIC CORPORATION is a corporation or other business entity existing under law with an office and place of business at 2320 Industrial Pkwy, Elkhart, IN 46515.

Defendants' legal status and place of business:

EVERGREEN AMERICA CORPORATION is a corporation or other business entity existing under law with an office and place of business at One Evertrust Plaza, Jersey City, New Jersey, 07302.

EVERGREEN MARINE CORPORATION is a corporation or other business entity existing under law with an office and place of business at One Evertrust Plaza, Jersey City, New Jersey, 07302.

EVERGREEN MARINE CORP. (TAIWAN) LTD is a corporation or other business entity existing under law with an office and place of business at One Evertrust Plaza, Jersey City, New Jersey, 07302.

EVERGREEN INTERNATIONAL S.A. is a corporation or other business entity existing under law with an office and place of business at One Evertrust Plaza, Jersey City, New Jersey, 07302.

EVERGREEN INTERNATIONAL CORP. is a corporation or other business entity existing under law with an office and place of business at One Evertrust Plaza, Jersey City, New Jersey, 07302.

HATSU MARINE is a corporation or other business entity existing under law with an office and place of business at One Evertrust Plaza, Jersey City, New Jersey, 07302.

CHRISTAL LINES is a corporation or other business entity existing under law with an office and place of business at 400 Executive Blvd, Elmsford, New York, 10523 and 300 Harmon Meadow Blvd #430, Secaucus, New Jersey, 07096.

M/V EVER UNIFIC is a vessel owned by EVERGREEN INTERNATIONAL S.A., a corporation or other business entity existing under law with an office and place of business at One Evertrust Plaza, Jersey City, New Jersey, 07302.

DOMETIC CORPORATION CARGO

Bill of Lading No.	07010129SZN
Date of Shipment:	On or About January 19, 2007
Port of Loading:	Yantian, China
Port of Discharge:	Tacoma, Washington
Shipper:	Dometic (Zhongshan) Appliances Co., Ltd
Consignee:	Dometic Corporation
Notify:	Dometic Corporation
Container Nos.	FSCU7031527 EMCU8015555 EISU8033700
Description of Shipment:	756 CTNS Brisk Air Conditioner
Nature of Loss or Damage:	Salt Water Damage Impact Damage Nondelivery

TARGET CORPORATION CARGO

Bill of Lading Nos.	EISU149700041817 EISU149700310583 HTML149700041141 HTML149700322123
Date of Shipment:	On or About January 19, 2007
Port of Loading:	Yantian, China
Port of Discharge:	Tacoma, Washington
Shipper:	Sellwell International Ent. Ltd.

Consignee:	Target Stores
Notify:	Target Customs Brokers, Inc.
Container Nos.:	FSCU6485443 CAXU9584423 EISU9857268 EMCU9431583 FSCU9013332 UESCU5116795
Description of Shipment:	1784 CTNS Rectangular Step Can 492 CTNS Patio Furniture
Nature of Loss or Damage:	Nondelivery